

Q&A: CONTRACTS

ERRATA (known as of 1/23/06)

Page xi, Table of Contents: “About the Author” is on page v, not page vi.

Page 14, Question 26: In the fact paragraph, delete “July 5th” in reference to Bosworth’s e-mail. All other references to his July 3rd e-mail are correct and this change does not affect the best answer or the explanations.

Page 17, Question 30: In the fact paragraph, delete “of” after “(1) disclaimed” and before “all implied warranties, ...” This change does not affect the best answer or the explanations.

Page 44, Question 78: At the beginning of each of the four answer choices, change “Yes” to “No” and “No” to “Yes.” The corresponding discussion on pp. 188-89 is based on the explanation portion of the answer choices (“because ...”) Therefore, this change does not affect the best answer or the explanations.

Page 50, Question 87: In the last line of the first full paragraph, change “2002.” to “2003.” This change does not affect the best answer or the explanations.

Page 54, Question 99: In the first line of the fact pattern, add “Rubble” between “Barney and Betty,” and “in a nice neighborhood.” This change does not affect the best answer or the explanations.

Page 64, Question 118: In the fact paragraph beginning at the top of the page, Belinda has pronoun problems. She is a “she” and Justin dealt with “her.” This change does not affect the best answer or the explanations.

Page 70, Question 132: In the final sentence of the fact pattern, insert “of the original contract” between “The copy” and “MEC attached.” This change does not affect the best answer or the explanations.

Page 74, Question 135: In answer (C), insert “decision” between “Global’s” and “economically sound” This change does not affect the best answer or the explanations.

Page 93, Question 170: At the beginning of each of the four answer choices, change “Yes” to “No” and “No” to “Yes.” Alas, unlike Question 78 above, this change does affect the best answer. See below for corresponding changes to the discussion on pp. 240-41.

Page 111, Question 204: In the last line of the fact pattern’s first paragraph, insert “Biff” after “her hubby,” and before “and their adorable child.” This change does not affect the best answer or the explanations.

Page 125, Question 225: In the second line of the fact paragraph at the top of the page, insert “had” between “Judith” and “two” This change does not affect the best answer or the explanations.

Pages 125-127, Questions 226-230: The proper punctuation, according to Bryan Garner's *The Elements of Legal Style* and a number of other contemporary legal and non-legal stylistic references, for the possessive of Keynes is Keynes's, not Keynes'. (See, more generally, "Editorial Changes" below.)

Page 155, Answer 18: In the sixth line of the answer, insert "buy or" between "merchants to" and "sell goods." This change does not affect the best answer or otherwise change the explanations.

Page 165, Answer 37: In the second paragraph, change "30" to "46," "29" to "45," and "1st" to "15th." This change does not affect the best answer or otherwise change the explanations.

Page 189, Answer 79: Change "Yes" to "No." Once again, the remainder of the answer is correct.

Page 193, Answer 85: In the final paragraph, replace "\$15 sapling" and "\$18 sapling" with "\$15 per sapling" and "\$18 per sapling." This change does not affect the best answer or otherwise change the explanations.

Page 209, Answer 115: The answer should begin with "No." Otherwise, the remainder of the answer is correct.

Page 240, Answer 170: In the first paragraph, replace "B" with "D" and "D" with "B" at the beginning and end of the paragraph. As a result, the best answer changes from (B) to (D), although the explanation for why does not change. Otherwise, the remainder of the answer is correct.

Page 256, Answer 197: In the first paragraph at the top of the page, delete ", even" from the sentence that begins "Rescission relieves" This change does not affect the best answer or otherwise change the explanations.

Page 268, Answer 216: In the first full sentence on this page of the paragraph that continues at the top of the page, delete "Because" at the beginning of the sentence. (I changed this and the sentence that follows from a single, compound sentence to two separate ones, but forgot to delete the now-unneeded "Because.") This change does not affect the best answer or otherwise change the explanations.

Page 270, Answer 220: In the fourth line from the bottom of the page, replace "Joey" with "Pennybakers." This change does not affect the best answer or otherwise change the explanations.

Page 275, Answer 227: In the final line, change "Samuel's" to "Noah's."

Editorial Changes: Because LexisNexis was – quite laudably – trying to hold down production costs to provide you with an affordable study aid, I did not (nor did any of the other authors) have the chance to review the final, edited manuscript prior to publication. Consequently,

- (1) there are several places throughout the book where “2nd” has been erroneously changed to “2d” and “3rd” to “3d,” and where the possessive form of a singular noun ending in an “s” has been changed from the now-preferred “s’s” to the more antiquated “s”;
- (2) something in LexisNexis’s (not to be confused with LexisNexis’) spelling or grammar software apparently does not like “&C” and automatically inserts a space, resulting in repeated instances where “S&C” (and similar acronyms) are printed “S& C”; and,
- (3) while the book retains the correct spacing between variables or values and plus (+) signs in the damages formulae, it collapses the spacing between a minus (-) sign and the variable or value that follows it.

These changes, while unwanted, do not affect anything other than the aesthetics of the book. Unfortunately, in a few places, they are non-uniform.